

WHITEHEAD DECLARATION
EXHIBIT U

The Honorable Robert J. Bryan

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

STATE OF WASHINGTON,

Plaintiff,

v.

THE GEO GROUP, INC.,

Defendant.

NO. 3:17-cv-05806-RJB

**DEFENDANT THE GEO GROUP,
INC.'S RESPONSES AND
OBJECTIONS TO PLAINTIFF STATE
OF WASHINGTON'S SECOND SET OF
REQUESTS FOR ADMISSIONS**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure ("Fed. R. Civ. P.") and the Local Rules of the U.S. District Court for the Western District of Washington (the "Local Rules"), Defendant The GEO Group, Inc. ("GEO") hereby responds and objects to Plaintiff's Second Requests for Admissions.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

GEO objects to Plaintiff's definition of "document" in paragraph 3.5 as inapplicable and irrelevant to Plaintiff's Second Requests for Admissions. GEO will define any documents, to the extent that they exist, in accordance with its responses to Plaintiff's Second Requests for Production. GEO defines "document" according to its definition in Fed. R. Civ. P. 34(a)(1)(A). GEO further objects to Plaintiff's definition of "document" to include "messages and/or

STATE OF WASHINGTON v. GEO GROUP
ECF CASE NO. 3:17-cv-05806-RJB GEO
GROUP'S RESPONSE TO STATE OF
WASHINGTON'S SECOND REQUEST
FOR ADMISSIONS

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1 attachments now only available on backup or archive tapes or disks” as not reasonably accessible,
 2 unduly burdensome, and outside of the scope of discovery. GEO further objects to Plaintiff’s
 3 definition of “document” referring to or invoking Washington State Rules of Evidence to the extent
 4 that the Washington State Rules of Evidence purport to impose obligations on GEO beyond the
 5 requirements of the Federal Rules of Evidence. GEO therefore objects to Plaintiff’s definition of
 6 “writings” and “records” to the extent it cites to the Washington State Rules of Evidence (“ER
 7 1001(a)”) and not the applicable Federal Rules of Evidence. GEO will comply with any discovery
 8 obligations as they exist in the Federal Rules of Evidence.

9 GEO objects to Plaintiff’s definition of “ICE” (Immigrations and Customs Enforcement) in
 10 paragraph 3.6 as overly broad. GEO defines ICE only to include the agency of the United States
 11 Department of Homeland Security, ICE employees, and any other persons or entities acting on
 12 behalf of or under the direction, authorization, or control of ICE.

13 GEO objects to Plaintiff’s definitions of “Identify” included in paragraphs 3.7 through 3.10
 14 as inapplicable and irrelevant to Plaintiff’s Second Requests for Admissions.

15 GEO objects to Plaintiff’s definition of “state the basis” in paragraph 3.15 as inapplicable
 16 and irrelevant to Plaintiff’s Second Requests for Admissions. GEO further objects to the definition
 17 of “state the basis” as outside the scope of discovery as defined by Fed. R. Civ. P. 26(b)(1) to the
 18 extent that it seeks information not relevant to any party’s claims or defenses. GEO will respond
 19 to Plaintiff’s Second Requests for Admissions in accordance with Fed. R. Civ. P. 36(a).

20 GEO objects to Plaintiff’s definition of “You,” “Your,” and “GEO Group” in paragraph
 21 3.16 as overly broad and unduly burdensome to the extent that the request seeks information
 22 relating to persons or entities that are separate and distinct from GEO and over whom GEO
 23 exercises no legal right to control. GEO further objects to these definitions to the extent that the
 24 request includes GEO attorneys and, therefore, improperly seeks information protected by the
 25 attorney-client privilege, the work product doctrine, the common interest privilege, and/or any other
 26 applicable privileges or immunities. In responding to these requests, GEO interprets the terms
 27 “You,” “Your,” and “GEO Group” to refer only to the named party in this action and any entities

1 GEO has the legal right to control.

2 GEO objects to Instruction 4.1 as inapplicable and irrelevant to Plaintiff's Second Requests
3 for Admissions to the extent that Plaintiff seeks production of documents. GEO will produce any
4 documents, to the extent that they exist, in accordance with its responses to Plaintiff's Third
5 Requests for Production. GEO will respond to Plaintiff's Second Requests for Admissions in
6 accordance with Fed. R. Civ. P. 36(a).

7 GEO objects to Instruction 4.2 to the extent that it seeks to impose discovery obligations on
8 GEO, pursuant to Washington State Rules of Civil Procedure ("CR 26(e)"), beyond the requirements
9 of the Federal Rules of Civil Procedure. GEO will supplement any responses to Plaintiff's Second
10 Requests for Admissions, should they be necessary, in accordance with Fed. R. Civ. P. 26(e).

11 GEO objects to Instruction 4.6, which instructs GEO to produce "all earlier editions or
12 predecessor documents," as inapplicable and irrelevant to Plaintiff's Second Requests for
13 Admissions to the extent that Plaintiff seeks production of documents. GEO will produce any
14 documents, to the extent that they exist, in accordance with its responses to Plaintiff's Third
15 Requests for Production.

16 GEO objects to Instruction 4.7(a)-(c) as inapplicable and irrelevant to Plaintiff's Second
17 Requests for Admissions to the extent that Plaintiff seeks production of documents. GEO will
18 produce any documents, to the extent that they exist, in accordance with its responses to Plaintiff's
19 Third Requests for Production.

20 GEO objects to Instruction 4.8 as inapplicable and irrelevant to Plaintiff's Second Requests
21 for Admissions to the extent that Plaintiff seeks, and describes the procedure for production of,
22 documents. GEO will produce any documents, to the extent that they exist, in accordance with its
23 responses to Plaintiff's Third Requests for Production.

24 GEO objects to Instruction 4.9 as inapplicable and irrelevant to Plaintiff's Second Requests
25 for Admissions to the extent that Plaintiff seeks, and describes the procedure for production of,
26 documents. GEO will produce any documents, to the extent that they exist, in accordance with its
27 responses to Plaintiff's Third Requests for Production.

1 GEO objects to Instruction 4.10 as inapplicable and irrelevant to Plaintiff's Second Requests
 2 for Admissions to the extent that Plaintiff seeks, and describes the procedure for production of,
 3 documents. GEO will take reasonable measures to preserve documents, to the extent that they
 4 exist, in accordance with its responses to Plaintiff's Third Requests for Production.

5 GEO objects to Instruction 4.11 as inapplicable and irrelevant to Plaintiff's Second Requests
 6 for Admissions to the extent that Plaintiff seeks, and describes the procedure for production of,
 7 documents. GEO will produce any documents, to the extent that they exist, in accordance with its
 8 responses to Plaintiff's Third Requests for Production.

9 GEO objects to Instruction 4.12 on the grounds that it is unduly burdensome and expands
 10 GEO's obligations beyond those required by the Federal Rules of Civil Procedure. GEO will
 11 respond to Plaintiff's Second Requests for Admissions in accordance with Fed. R. Civ. P. 36(a).

12 GEO objects to Instruction 4.13 as inapplicable and irrelevant to Plaintiff's Second Requests
 13 for Admissions to the extent that Plaintiff seeks, and describes the procedure for production of,
 14 documents. GEO will produce any documents, to the extent that they exist, in accordance with its
 15 responses to Plaintiff's Third Requests for Production.

16 **RESPONSE TO SECOND REQUESTS FOR ADMISSIONS**

17
 18 **REQUEST FOR ADMISSION NO. 18:** Please admit that GEO employees supervise detainee-
 19 workers when they participate in the Voluntary Work Program ("VWP").

20 **RESPONSE TO NO. 18:** GEO objects to the term "supervise" as vague and undefined, and
 21 specifically to the extent to which it is meant to imply an employment or quasi-employment
 22 relationship. GEO has no employment relationship with detainees. Subject to and without
 23 waiving GEO's above stated objections, GEO answers as follows: Admit. Admitted as detention
 24 officers exercise line of sight supervision of all detainees, including VWP participants, to ensure
 25 the safety and security of all detainees and guards. In addition, GEO provides supervision of
 26 VWP participants as required by various provisions of the Performance Based National Detention
 27 Standards ("PBNDS") and National Detention Standards ("NDS").

1 **REQUEST FOR ADMISSION NO. 19:** Please admit that GEO employees assign detainee-
2 workers to VWP jobs.

3 **RESPONSE TO NO. 19:** GEO objects to the term “assign” as vague and undefined, and
4 specifically to the extent to which it is meant to imply an employment or quasi-employment
5 relationship. GEO has no employment relationship with detainees. Subject to and without
6 waiving GEO’s above stated objections, GEO answers as follows: Admit in part, deny in part.
7 Admitted in part as detainees request or indicate specific VWP details in which they would like to
8 volunteer, and are allowed to participate in those details based on availability. Denied in part as
9 GEO does not assign specific VWP details to detainees if they do not elect to participate in that
10 specific VWP detail.

11 **REQUEST FOR ADMISSION NO. 20:** Please admit that detainee-workers have quit their
12 assigned VWP jobs.

13 **RESPONSE TO NO. 20:** GEO objects to the term “quit” as vague and undefined, and
14 specifically to the extent which it is meant to imply an employment or quasi-employment
15 relationship. GEO has no employment relationship with detainees. Subject to and without
16 waiving GEO’s above stated objections, GEO answers as follows: Admit in part, deny in part.
17 Admitted in part as VWP participants may elect not to participate in the VWP. Denied in part as
18 detainees are not required to participate in the VWP .

19 **REQUEST FOR ADMISSION NO. 21:** Please admit that GEO employees have terminated or
20 suspended detainee-workers from their VWP jobs.

21 **RESPONSE TO NO. 21:** GEO objects to the term “terminate” and “suspend” as vague and
22 undefined, and specifically to the extent to which these terms are meant to imply an employment
23 or quasi-employment relationship. For example, a common definition of “terminate” is “to
24 discontinue the employment of.” GEO has no employment relationship with detainees. Subject
25 to and without waiving GEO’s above stated objections, GEO answers as follows: Admit in part,
26 deny in part. Admitted in part as GEO has removed detainees from a VWP detail under Section
27 5.8(V)(L) of the 2011 PBNDS (Revised 2016), Section 33(V)(L) under the 2008 PBNDS, and

1 Section III(L) of Voluntary Work Program Chapter under the 2000 National Detention Standards
2 (“NDS”). Denied in part as GEO does not otherwise remove detainees from a VWP detail.

3 **REQUEST FOR ADMISSION NO. 22:** Please admit that GEO employees prohibit detainee-
4 workers from working in the kitchen when the detainee-workers are sick.

5 **RESPONSE TO NO. 22:** Admit. Admitted as GEO implements Section 4.1(J)(4) of the 2011
6 (revised 2016), Section 20(J)(4) under the 2008 PBNDS and Section III(L) of the Food Service
7 Chapter under the 2000 NDS.

8 **REQUEST FOR ADMISSION NO. 23:** Please admit that detainee-workers clean, fold and sort
9 laundry at the NWDC.

10 **RESPONSE TO NO. 23:** Admit.

11 **REQUEST FOR ADMISSION NO. 24:** Please admit that if detainee-workers did not clean, fold
12 and sort laundry at the NWDC, GEO would have non-detainee employees do this work or would
13 hire a third-party contractor for it to be done.

14 **RESPONSE TO NO. 24:** GEO objects to use of the term “non-detainee employees” as vague
15 and undefined, as it is unclear whether this term would include persons not currently employed
16 with GEO who would need to be hired. Further, this term suggests that GEO has detainee
17 employees, which GEO denies. Finally, GEO objects to the request as constituting an
18 unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated
19 objections, GEO answers as follows: In order to admit or deny this request, GEO would need to
20 know more information about the reason detainees are not cleaning, folding and sorting laundry at
21 the NWDC. For example, a failure to properly implement the VWP, which GEO is contractually
22 obligated to do, could potentially put GEO at risk of termination of the contract by ICE. In that
23 event, GEO would not be responsible for providing any services at the NWDC. In addition, there
24 are other factors that could impact the extent to which any work discussed in this request for
25 admission would need to be performed. Because it is unclear under what factual bases GEO
26 might not offer a VWP and still be responsible for providing services at the NWDC, GEO is

1 unable to admit or deny this request for admission as drafted, because GEO lacks sufficient
2 knowledge to answer this incomplete hypothetical.

3 **REQUEST FOR ADMISSION NO. 25:** Please admit that detainee-workers collect and distribute
4 laundry at the NWDC.

5 **RESPONSE TO NO. 25:** Admit.

6 **REQUEST FOR ADMISSION NO. 26:** Please admit that if detainee-workers did not collect and
7 distribute laundry at the NWDC, GEO would have non-detainee employees do this work or would
8 hire a third-party contractor for it to be done.

9 **RESPONSE TO NO. 26:** GEO objects to use of the term “non-detainee employees” as vague
10 and undefined, as it is unclear whether this term would include persons not currently employed
11 with GEO who would need to be hired. Further, this term suggests that GEO has detainee
12 employees, which GEO denies. Finally, GEO objects to the request as constituting an
13 unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated
14 objections, GEO answers as follows: In order to admit or deny this request, GEO would need to
15 know more information about the reason detainees are not collecting and distributing laundry.
16 For example, a failure to properly implement the VWP, which GEO is contractually obligated to
17 do, could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO
18 would not be responsible for providing any services at the NWDC. In addition, there are other
19 factors that could impact the extent to which any work discussed in this request for admission
20 would need to be performed. Because it is unclear under what factual bases GEO might not offer
21 a VWP and still be responsible for providing services at the NWDC, GEO is unable to admit or
22 deny this request for admission as drafted, because GEO lacks sufficient knowledge to answer
23 this incomplete hypothetical.

24 **REQUEST FOR ADMISSION NO. 27:** Please admit that detainee-workers prepare and plate
25 trays with the meals GEO provides to detainees at the NWDC.

26 **RESPONSE TO NO. 27:** Admit.

REQUEST FOR ADMISSION NO. 28: Please admit that if detainee-workers did not prepare and plate trays with the the [sic] meals GEO provides to detainees at the NWDC, GEO would have non-detainee employees do this work or would hire a third-party contractor for it to be done.

RESPONSE TO NO. 28: GEO objects to use of the term “non-detainee employees” as vague and undefined, as it is unclear whether this term would include persons not currently employed with GEO who would need to be hired. Further, this term suggests that GEO has detainee employees, which GEO denies. Finally, GEO objects to the request as constituting an unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated objections, GEO answers as follows: In order to admit or deny this request, GEO would need to know more information about the reason detainees are not preparing and plating trays for meals. For example, a failure to properly implement the VWP, which GEO is contractually obligated to do, could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO would not be responsible for providing any services at the NWDC. In addition, there are other factors that could impact the extent to which any work discussed in this request for admission would need to be performed. Because it is unclear under what factual bases GEO might not offer a VWP and still be responsible for providing services at the NWDC, GEO is unable to admit or deny this request for admission as drafted, because GEO lacks sufficient knowledge to answer this incomplete hypothetical.

REQUEST FOR ADMISSION NO. 29: Please admit that detainee-workers deliver food trays from the kitchen to the pods and collect used food trays from the pods and return them back to the kitchen.

RESPONSE TO NO. 29: Admit.

REQUEST FOR ADMISSION NO. 30: Please admit that if detainee-workers did not deliver food trays from the kitchen to the pods and collect used food trays from the pods and return them back to the kitchen, GEO would have non-detainee employees do this work or would hire a third-party contractor for it to be done.

RESPONSE TO NO. 30: GEO objects to use of the term “non-detainee employees” as vague and undefined, as it is unclear whether this term would include persons not currently employed with GEO who would need to be hired. Further, this term suggests that GEO has detainee employees, which GEO denies. Finally, GEO objects to the request as constituting an unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated objections, GEO answers as follows: In order to admit or deny this request, GEO would need to know more information about the reason detainees are not delivering and collecting food trays. For example, a failure to properly implement the VWP, which GEO is contractually obligated to do, could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO would not be responsible for providing any services at the NWDC. In addition, there are other factors that could impact the extent to which any work discussed in this request for admission would need to be performed. Because it is unclear under what factual bases GEO might not offer a VWP and still be responsible for providing services at the NWDC, GEO is unable to admit or deny this request for admission as drafted, because GEO lacks sufficient knowledge to answer this incomplete hypothetical.

REQUEST FOR ADMISSION NO. 31: Please admit that detainee-workers serve food trays with meals in the pods, and collect used food trays in the pods after every meal.

RESPONSE TO NO. 31: Admit.

REQUEST FOR ADMISSION NO. 32: Please admit that if detainee-workers did not serve food trays with meals in the pods, and collect used food trays in the pods after every meal, GEO would have non-detainee employees to do this work or would hire a third-party contractor for it to be done.

RESPONSE TO NO. 32: GEO objects to use of the term “non-detainee employees” as vague and undefined, as it is unclear whether this term would include persons not currently employed with GEO who would need to be hired. Further, this term suggests that GEO has detainee employees, which GEO denies. Finally, GEO objects to the request as constituting an unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated

1 objections, GEO answers as follows: In order to admit or deny this request, GEO would need to
 2 know more information about the reason detainees are not serving food trays with meals in the
 3 pods, and collecting used food trays in the pods after every meal. For example, a failure to
 4 properly implement the VWP, which GEO is contractually obligated to do, could potentially put
 5 GEO at risk of termination of the contract by ICE. In that event, GEO would not be responsible
 6 for providing any services at the NWDC. In addition, there are other factors that could impact the
 7 extent to which any work discussed in this request for admission would need to be performed.
 8 Because it is unclear under what factual bases GEO might not offer a VWP and still be
 9 responsible for providing services at the NWDC, GEO is unable to admit or deny this request for
 10 admission as drafted, because GEO lacks sufficient knowledge to answer this incomplete
 11 hypothetical.

12 **REQUEST FOR ADMISSION NO. 33:** Please admit that detainee-workers clean the dishes and
 13 food trays at the NWDC.

14 **RESPONSE TO NO. 33:** Admit.

15 **REQUEST FOR ADMISSION NO. 34:** Please admit that if detainee-workers did not clean the
 16 dishes and food trays at the NWDC, GEO would have non-detainee employees do this work or
 17 would hire a third-party contractor for it to be done.

18 **RESPONSE TO NO. 34:** GEO objects to use of the term “non-detainee employees” as vague
 19 and undefined, as it is unclear whether this term would include persons not currently employed
 20 with GEO who would need to be hired. Further, this term suggests that GEO has detainee
 21 employees, which GEO denies. Finally, GEO objects to the request as constituting an
 22 unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated
 23 objections, GEO answers as follows: In order to admit or deny this request, GEO would need to
 24 know more information about the reason detainees are not cleaning dishes and food trays. For
 25 example, a failure to properly implement the VWP, which GEO is contractually obligated to do,
 26 could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO
 27 would not be responsible for providing any services at the NWDC. In addition, there are other

factors that could impact the extent to which any work discussed in this request for admission would need to be performed. Because it is unclear under what factual bases GEO might not offer a VWP and still be responsible for providing services at the NWDC, GEO is unable to admit or deny this request for admission as drafted, because GEO lacks sufficient knowledge to answer this incomplete hypothetical.

REQUEST FOR ADMISSION NO. 35: Please admit that detainee-workers clean the kitchen, and all the pots, pans and utensils used for making food, at the NWDC.

RESPONSE TO NO. 35: Admitted in part, denied in part. Admitted that VWP participants assist with cleaning the kitchen, including the pots, pans and utensils. Denied that detainees clean “all pots, pans and utensils.” GEO employees assigned to the kitchen also clean pots, pans and utensils.

REQUEST FOR ADMISSION NO. 36: Please admit that if detainee-workers did not clean the kitchen, and all the pots, pans and utensils used for making food, at the NWDC, GEO would have non-detainee employees do this work or would hire a third-party contractor for it to be done.

RESPONSE TO NO. 36: GEO objects to use of the term “non-detainee employees” as vague and undefined, as it is unclear whether this term would include persons not currently employed with GEO who would need to be hired. Further, this term suggests that GEO has detainee employees, which GEO denies. Finally, GEO objects to the request as constituting an unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated objections, GEO answers as follows: In order to admit or deny this request, GEO would need to know more information about the reason detainees are not cleaning the kitchen and the pots, pans and utensils. For example, a failure to properly implement the VWP, which GEO is contractually obligated to do, could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO would not be responsible for providing any services at the NWDC. In addition, there are other factors that could impact the extent to which any work discussed in this request for admission would need to be performed. Because it is unclear under what factual bases GEO might not offer a VWP and still be responsible for providing services at the NWDC, GEO is

1 unable to admit or deny this request for admission as drafted, because GEO lacks sufficient
2 knowledge to answer this incomplete hypothetical.

3 **REQUEST FOR ADMISSION NO. 37:** Please admit that detainee-workers clean common areas
4 of the detainee living areas/pods at the NWDC – including tables, activity rooms, and floors.

5 **RESPONSE TO NO. 37:** GEO objects to the extent this Request seeks an admission as to
6 detainees’ housekeeping responsibilities, which are required by ICE under Section 5.8(V)(C) of
7 the 2011 PBNDS (Revised 2016), Section 33(V)(C) under the 2008 PBNDS, and Section III(C)
8 of Voluntary Work Program Chapter under the 2000 NDS, and are not relevant to the claims or
9 defenses in this case, which concerns the VWP. Subject to and without waiving GEO’s above
10 stated objections, GEO answers as follows: Admit in part, deny in part. Admitted in part as
11 VWP participants clean common areas of detainee living areas and pods. Denied in part as VWP
12 participants do not clean detainee bunk areas.

13 **REQUEST FOR ADMISSION NO. 38:** Please admit that if detainee-workers did not clean the
14 common areas of the detainee living areas/pods at the NWDC – including tables, activity rooms,
15 and floors, GEO would have non-detainee employees do this work or would hire a third-party
16 contractor for it to be done.

17 **RESPONSE TO NO. 38:** GEO objects to use of the term “non-detainee employees” as vague
18 and undefined, as it is unclear whether this term would include persons not currently employed
19 with GEO who would need to be hired. Further, this term suggests that GEO has detainee
20 employees, which GEO denies. Finally, GEO objects to the request as constituting an
21 unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated
22 objections, GEO answers as follows: In order to admit or deny this request, GEO would need to
23 know more information about the reason detainees are not cleaning the common areas of detainee
24 living areas/pods. For example, a failure to properly implement the VWP, which GEO is
25 contractually obligated to do, could potentially put GEO at risk of termination of the contract by
26 ICE. In that event, GEO would not be responsible for providing any services at the NWDC. In
27 addition, there are other factors that could impact the extent to which any work discussed in this

request for admission would need to be performed. Because it is unclear under what factual bases GEO might not offer a VWP and still be responsible for providing services at the NWDC, GEO is unable to admit or deny this request for admission as drafted, because GEO lacks sufficient knowledge to answer this incomplete hypothetical.

REQUEST FOR ADMISSION NO. 39: Please admit that detainee-workers clean the bathrooms, showers and toilets of the detainee living areas/pods at the NWDC.

RESPONSE TO NO. 39: Admit.

REQUEST FOR ADMISSION NO. 40: Please admit that if detainee-workers did not clean the bathrooms, showers and toilets of the detainee living areas/pods at the NWDC, GEO would have non-detainee employees do this work or would hire a third-party contractor for it to be done.

RESPONSE TO NO. 40: GEO objects to use of the term “non-detainee employees” as vague and undefined, as it is unclear whether this term would include persons not currently employed with GEO who would need to be hired. Further, this term suggests that GEO has detainee employees, which GEO denies. Finally, GEO objects to the request as constituting an unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated objections, GEO answers as follows: In order to admit or deny this request, GEO would need to know more information about the reason detainees are not cleaning bathrooms, shows and toilets of the detainee living areas/pods. For example, a failure to properly implement the VWP, which GEO is contractually obligated to do, could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO would not be responsible for providing any services at the NWDC. In addition, there are other factors that could impact the extent to which any work discussed in this request for admission would need to be performed. Because it is unclear under what factual bases GEO might not offer a VWP and still be responsible for providing services at the NWDC, GEO is unable to admit or deny this request for admission as drafted, because GEO lacks sufficient knowledge to answer this incomplete hypothetical.

REQUEST FOR ADMISSION NO. 41: Please admit that detainee-workers clean the secure, common areas of the NWDC – including hallways, visiting area, medical area, law library, and barbershop.

RESPONSE TO NO. 41: Admit in part, deny in part. Admitted in part as VWP participants clean the medical area, law library, barbershop, and hallways in the secure, common areas of the NWDC. Denied to the extent the visitation area contains both secure and non-secure areas.

REQUEST FOR ADMISSION NO. 42: Please admit that if detainee-workers did not clean the secure, common areas of the NWDC – including hallways, visiting area, medical area, law library, and barbershop, GEO would have non-detainee employees do this work or would hire a third-party contractor for it to be done.

RESPONSE TO NO. 42: GEO objects to use of the term “non-detainee employees” as vague and undefined, as it is unclear whether this term would include persons not currently employed with GEO who would need to be hired. Further, this term suggests that GEO has detainee employees, which GEO denies. Finally, GEO objects to the request as constituting an unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated objections, GEO answers as follows: In order to admit or deny this request, GEO would need to know more information about the reason detainees are not cleaning the secure common areas of NWDC. For example, a failure to properly implement the VWP, which GEO is contractually obligated to do, could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO would not be responsible for providing any services at the NWDC. In addition, there are other factors that could impact the extent to which any work discussed in this request for admission would need to be performed. Because it is unclear under what factual bases GEO might not offer a VWP and still be responsible for providing services at the NWDC, GEO is unable to admit or deny this request for admission as drafted, because GEO lacks sufficient knowledge to answer this incomplete hypothetical.

REQUEST FOR ADMISSION NO. 43: Please admit that detainee-workers clean the outside recreation area at the NWDC.

1 **RESPONSE TO NO. 43:** Admit.

2 **REQUEST FOR ADMISSION NO. 44:** Please admit that if detainee-workers did not clean the
3 outside recreation area at the NWDC, GEO would have non-detainee employees do this work or
4 would hire a third-party contractor for it to be done.

5 **RESPONSE TO NO. 44:** GEO objects to use of the term “non-detainee employees” as vague
6 and undefined, as it is unclear whether this term would include persons not currently employed
7 with GEO who would need to be hired. Further, this term suggests that GEO has detainee
8 employees, which GEO denies. Finally, GEO objects to the request as constituting an
9 unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated
10 objections, GEO answers as follows: In order to admit or deny this request, GEO would need to
11 know more information about the reason detainees are not cleaning the outside recreation area.
12 For example, a failure to properly implement the VWP, which GEO is contractually obligated to
13 do, could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO
14 would not be responsible for providing any services at the NWDC. In addition, there are other
15 factors that could impact the extent to which any work discussed in this request for admission
16 would need to be performed. Because it is unclear under what factual bases GEO might not offer
17 a VWP and still be responsible for providing services at the NWDC, GEO is unable to admit or
18 deny this request for admission as drafted, because GEO lacks sufficient knowledge to answer
19 this incomplete hypothetical.

20 **REQUEST FOR ADMISSION NO. 45:** Please admit that GEO hires janitors to clean the non-
21 secure areas of the NWDC.

22 **RESPONSE TO NO. 45:** Admit.

23 **REQUEST FOR ADMISSION NO. 46:** Please admit that GEO pays the janitors that clean the
24 non-secure areas of the NWDC the wage rate required by its ICE-GEO contract and more than the
25 Washington Minimum Wage.

26 **RESPONSE TO NO. 46:** Admit.

REQUEST FOR ADMISSION NO. 47: Please admit that detainee-workers strip, wax, and buff the floors, including the “Grey Mile,” of the NWDC.

RESPONSE TO NO. 47: GEO objects to the extent this Request seeks an admission as to detainees’ housekeeping responsibilities, which are required by ICE under Section 5.8(V)(C) of the 2011 PBNDS (Revised 2016), Section 33(V)(C) under the 2008 PBNDS, and Section III(C) of Voluntary Work Program Chapter under the 2000 NDS, and are not relevant to the claims or defenses in this case, which concerns the VWP. GEO further objects to use of the term “floors” as vague, as it is unclear which floors the State is referring to at the NWDC. Subject to and without waiving GEO’s above stated objections, GEO answers as follows: Admit in part, deny in part. Admitted in part as to the Grey Mile and secure floors located in common areas, denied in part to the extent detainees do not clean the floors of non-secure areas and to the extent detainees perform housekeeping responsibilities within their bunk area

REQUEST FOR ADMISSION NO. 48: Please admit that if detainee-workers did not strip, wax, and buff the floors, including the “Grey Mile,” of the NWDC, GEO would have non-detainee employees do this work or would hire a third-party contractor for it to be done.

RESPONSE TO NO. 48: GEO objects to use of the term “non-detainee employees” as vague and undefined, as it is unclear whether this term would include persons not currently employed with GEO who would need to be hired. Further, this term suggests that GEO has detainee employees, which GEO denies. Finally, GEO objects to the request as constituting an unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated objections, GEO answers as follows: In order to admit or deny this request, GEO would need to know more information about the reason detainees are not stripping, waxing and buffing the floors. For example, a failure to properly implement the VWP, which GEO is contractually obligated to do, could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO would not be responsible for providing any services at the NWDC. In addition, there are other factors that could impact the extent to which any work discussed in this request for admission would need to be performed. Because it is unclear under what factual bases GEO

1 might not offer a VWP and still be responsible for providing services at the NWDC, GEO is
 2 unable to admit or deny this request for admission as drafted, because GEO lacks sufficient
 3 knowledge to answer this incomplete hypothetical.

4 **REQUEST FOR ADMISSION NO. 49:** Please admit that detainee-workers paint the interior
 5 walls of the NWDC.

6 **RESPONSE TO NO. 49:** Admit in part, deny in part. Admitted as VWP participants spot paint
 7 interior walls located in secure areas of the NWDC, including walls located in the Grey Mile.
 8 Denied as VWP participants do not paint walls located in non-secure areas of the NWDC.

9 **REQUEST FOR ADMISSION NO. 50:** Please admit that if detainee-workers did not paint the
 10 interior walls of the NWDC, GEO would have non-detainee employees to do this work or would
 11 hire a third-party contractor for it to be done.

12 **RESPONSE TO NO. 50:** GEO objects to use of the term “non-detainee employees” as vague
 13 and undefined, as it is unclear whether this term would include persons not currently employed
 14 with GEO who would need to be hired. Further, this term suggests that GEO has detainee
 15 employees, which GEO denies. Finally, GEO objects to the request as constituting an
 16 unanswerable, incomplete hypothetical. Subject to and without waiving GEO’s above stated
 17 objections, GEO answers as follows: In order to admit or deny this request, GEO would need to
 18 know more information about the reason detainees are not painting the interior walls of NWDC.
 19 For example, a failure to properly implement the VWP, which GEO is contractually obligated to
 20 do, could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO
 21 would not be responsible for providing any services at the NWDC. In addition, there are other
 22 factors that could impact the extent to which any work discussed in this request for admission
 23 would need to be performed. Because it is unclear under what factual bases GEO might not offer
 24 a VWP and still be responsible for providing services at the NWDC, GEO is unable to admit or
 25 deny this request for admission as drafted, because GEO lacks sufficient knowledge to answer
 26 this incomplete hypothetical.

REQUEST FOR ADMISSION NO. 51: Please admit that detainee-workers cut, style, and shave detainees' hair in the barbershop at the NWDC.

RESPONSE TO NO. 51: GEO objects to use of the term "shave" as vague and undefined. Detainees in the barbershop only have access to electric sheers. Subject to and without waiving GEO's above stated objections, GEO answers as follows: Admit in part, deny in part. Admitted in part as to cutting and styling. Denied in part to the extent this Request defines "shave" as anything other than the use of electric sheers.

REQUEST FOR ADMISSION NO. 52: Please admit that if detainee-workers did not cut, style, and shave detainees' hair in the barbershop at the NWDC, GEO would have non-detainee employees do this work or would hire a third-party contractor for it to be done.

RESPONSE TO NO. 52: GEO objects to use of the term "non-detainee employees" as vague and undefined, as it is unclear whether this term would include persons not currently employed with GEO who would need to be hired. Further, this term suggests that GEO has detainee employees, which GEO denies. Finally, GEO objects to the request as constituting an unanswerable, incomplete hypothetical. Subject to and without waiving GEO's above stated objections, GEO answers as follows: In order to admit or deny this request, GEO would need to know more information about the reason detainees are not cutting, styling, and shaving detainees' hair. For example, a failure to properly implement the VWP, which GEO is contractually obligated to do, could potentially put GEO at risk of termination of the contract by ICE. In that event, GEO would not be responsible for providing any services at the NWDC. In addition, there are other factors that could impact the extent to which any work discussed in this request for admission would need to be performed. Because it is unclear under what factual bases GEO might not offer a VWP and still be responsible for providing services at the NWDC, GEO is unable to admit or deny this request for admission as drafted, because GEO lacks sufficient knowledge to answer this incomplete hypothetical.

REQUEST FOR ADMISSION NO. 53: Please admit that detainee-workers work an average of 1.72 hours per day in the VWP at the NWDC, as set forth in the testimony and Exhibit 20 (attached) of GEO's 30(b)(6) deposition in the Person of Ryan Kimble.

RESPONSE TO NO. 53: GEO objects as this Request seeks an admission on a topic that has already been provided in the State's 30(6)(b) deposition of GEO's corporate deponent Ryan Kimble and therefore any response to this Request would be duplicative of Mr. Kimble's testimony.

REQUEST FOR ADMISSION NO. 54: Please admit that the calculation and reporting of NWDC monthly and annual worker pay/Voluntary Work Program expenditures are accurate as reported in Exhibit 21 (attached) of GEO's 30(b)(6) deposition in the Person of Ryan Kimble.

RESPONSE TO NO. 54: GEO objects to this Request as not relevant to the claims or defenses in this case, as Exhibit 21 is related to GEO's claim for offset, which has since been withdrawn.

REQUEST FOR ADMISSION NO. 55: Please admit that the calculation and reporting of NWDC monthly and annual worker pay/Voluntary Work Program expenditures are accurate for those months and years that are reported on Exhibit 22 (attached) of GEO's 30(b)(6) deposition in the Person of Ryan Kimble.

RESPONSE TO NO. 55: GEO objects to this Request as not relevant to the claims or defenses in this case, as Exhibit 22 is related to GEO's claim for offset, which has since been withdrawn.

REQUEST FOR ADMISSION NO. 56: Please admit that GEO has paid more than \$1/day to detainee-workers for work performed in the VWP at the NWDC.

RESPONSE TO NO. 56: Admit.

REQUEST FOR ADMISSION NO. 57: Please admit that GEO has paid more than \$1/day to detainee-workers who performed more than one shift in the VWP at the NWDC.

RESPONSE TO NO. 57: GEO objects to the term "shift" as vague and undefined, and specifically to the extent it is meant to imply an employment or quasi-employment relationship.

Subject to and without waiving GEO's above stated objections, GEO answers as follows:

Admitted in part, deny in part. Admitted as to detainees that have participated in a VWP detail

1 and another detail in one day. Denied in part to the extent this Request more broadly defines the
2 term “shift.”

3 **REQUEST FOR ADMISSION NO. 58:** Please admit that GEO has paid more than \$1/day to
4 detainee-workers who performed more than one VWP job in a day, including a barber shop shift,
5 in the VWP at the NWDC.

6 **RESPONSE TO NO. 58:** GEO objects to the term “shift” as vague and undefined, and
7 specifically to the extent it is meant to imply an employment or quasi-employment relationship.
8 Subject to and without waiving GEO’s above stated objections, GEO answers as follows:

9 Admitted in part, deny in part. Admitted as to detainees that have participated in a barber detail
10 and another detail in one day. Denied in part to the extent this Request more broadly defines the
11 term “shift.”

12 **REQUEST FOR ADMISSION NO. 59:** Please admit that GEO has paid more than \$1/day to
13 detainee-workers who performed more than one kitchen shift in the VWP at the NWDC.

14 **RESPONSE TO NO. 59:** GEO objects to the term “shift” as vague and undefined, and
15 specifically to the extent it is meant to imply an employment or quasi-employment relationship.
16 Subject to and without waiving GEO’s above stated objections, GEO answers as follows:

17 Admitted in part, deny in part. Admitted as to detainees that have participated in more than one
18 kitchen detail. Denied in part to the extent this Request more broadly defines the term “shift.”

19 **REQUEST FOR ADMISSION NO. 60:** Please admit that GEO has paid \$5/day to detainee-
20 workers for work performed in the VWP at the NWDC.

21 **RESPONSE TO NO. 60:** Admit.

22 **REQUEST FOR ADMISSION NO. 61:** Please admit that ICE has never reimbursed GEO more
23 than \$1/day for work performed by a detainee at the NWDC.

24 **RESPONSE TO NO. 61:** Deny. Denied as ICE has approved reimbursements of more than
25 \$1/day for VWP participation in circumstances where detainees have performed multiple details
26 in one day.

REQUEST FOR ADMISSION NO. 62: Please admit GEO has not submitted a Request for Equitable Adjustment (REA) to increase the amount of reimbursement GEO receives from ICE for payments GEO provides detainee-workers at NWDC in excess of \$1/day.

RESPONSE TO NO. 62: Admit.

REQUEST FOR ADMISSION NO. 63: Please admit GEO has requested permission from ICE to pay detainee-workers in the VWP at NWDC more than \$1/day.

RESPONSE TO NO. 63: Admit in part, deny in part. Admitted in part, as in select circumstances GEO has made such a request so that detainees could be paid for more than one detail in one day. Denied in part, as GEO has not made such a request so that detainees could be paid more than \$1/day as a general standard.

REQUEST FOR ADMISSION NO. 64: Please admit GEO has received permission from ICE to pay detainee-workers in the VWP at NWDC more than \$1/day.

RESPONSE TO NO. 64: Admit in part, deny in part. Admitted as in select circumstances ICE has provided such permission. Denied in part as GEO has not received permission from ICE to pay VWP participants at the NWDC more than \$1/day as a general standard.

REQUEST FOR ADMISSION NO. 65: Please admit GEO has not requested ICE permission to pay detainee-workers who participate in the VWP at the NWDC the Washington minimum wage.

RESPONSE TO NO. 65: Admit.

REQUEST FOR ADMISSION NO. 66: Please admit GEO has not submitted a Request for Equitable Adjustment (REA) to increase the amount of reimbursement it receives from ICE for payment of the Washington minimum wage to detainee-workers who participate in the VWP at the NWDC.

RESPONSE TO NO. 66: Admit.

REQUEST FOR ADMISSION NO. 67: Please admit that GEO has the option to pay more than \$1/day to detainee-workers for work performed in the VWP at the NWDC.

RESPONSE TO NO. 67: Admit.

1 **REQUEST FOR ADMISSION NO. 68:** Please admit that GEO has had the option to pay more
2 than \$1/day to detainee-workers for work performed in the VWP at the NWDC since 2005.

3 **RESPONSE TO NO. 68:** Admit in part, deny in part. Denied as to prior to June 23, 2013, when
4 GEO was prohibited, absent ICE approval, from paying more than \$1/day to detainee workers.
5 Admitted after June 23, 2013.

6 **REQUEST FOR ADMISSION NO. 69:** Please admit that GEO has had the option to pay more
7 than \$1/day to detainee-workers for work performed in the VWP at the NWDC after the effective
8 date of ICE's 2011 Performance-Based National Detention Standards ("PBNDs").

9 **RESPONSE TO NO. 69:** Admit in part, deny in part. Denied as to prior to June 23, 2013, when
10 GEO was prohibited, absent ICE approval, from paying more than \$1/day to detainee workers.
11 Admitted after June 23, 2013.

12 **REQUEST FOR ADMISSION NO. 70:** Please admit that GEO has known it could pay more
13 than \$1 per day to detainee-workers for work performed in the VWP at the NWDC since April 12,
14 2012. (GEO-State 003477).

15 **RESPONSE TO NO. 70:** Deny. Denied as GEO did not have the option to pay more than \$1
16 per day to VWP participants without ICE approval until June 23, 2013. The document cited does
17 not constitute an admission from GEO.

18 **REQUEST FOR ADMISSION NO. 71:** Please admit that GEO provided some detainee-workers
19 food for work performed at the NWDC.

20 **RESPONSE TO NO. 71:** GEO objects to this request to the extent it implies that food was
21 provided in lieu of a \$1/day payment. Admit in part, deny in part. Denied as GEO has never
22 provided food to VWP participants in lieu of monetary compensation. Admitted as VWP
23 participants may receive food as an amenity associated with a VWP detail and in addition to a
24 \$1/day payment.

25 **REQUEST FOR ADMISSION NO. 72:** Please admit that GEO provided some detainee-workers
26 food for work performed at the NWDC, in addition to paying \$1/day.

27 **RESPONSE TO NO. 72:** Admit.

1 **REQUEST FOR ADMISSION NO. 73:** Please admit that GEO provided some detainee-workers
2 food for work performed at the NWDC, instead of paying \$1/day.

3 **RESPONSE TO NO. 73:** Deny. Denied as GEO does not provide food to VWP participants in
4 lieu of monetary compensation.

5 **REQUEST FOR ADMISSION NO. 74:** Please admit that Washington has never informed GEO
6 that Washington lacked authority to enforce Washington's minimum wage laws with regard to
7 detainee work at the NWDC.

8 **RESPONSE TO NO. 74:** Admit.

9 **REQUEST FOR ADMISSION NO. 75:** Please admit that Washington has never informed GEO
10 that Washington's minimum wage laws do not apply to detainee work at the NWDC.

11 **RESPONSE TO NO. 75:** Admit.

12 **REQUEST FOR ADMISSION NO. 76:** Please admit that prior to the filing of this lawsuit GEO
13 did not ask Washington, or any of its departments or agencies, whether Washington has jurisdiction
14 to enforce Washington's minimum wage laws with regard to detainee work at the NWDC.

15 **RESPONSE TO NO. 76:** Admit.

16 **REQUEST FOR ADMISSION NO. 77:** Please admit that prior to the filing of this lawsuit GEO
17 has never received a determination from Washington, or any of its departments or agencies, about
18 whether Washington has jurisdiction to enforce Washington's minimum wage laws with regard to
19 detainee work at the NWDC.

20 **RESPONSE TO NO. 77:** Admit.

21 **REQUEST FOR ADMISSION NO. 78:** Please admit that prior to the filing of this lawsuit, GEO
22 did not rely on any determination, assessment or ratification from Washington, or any of its
23 departments or agencies, regarding enforcement of Washington's minimum wage laws with regard
24 to detainee work at NWDC.

25 **RESPONSE TO NO. 78:** Deny. Denied as GEO has relied on inspections of the NWDC
26 worksite conducted by the Washington Department of Labor and Industries. L&I has never found
27 GEO in violation of Washington's minimum wage laws regarding detainee participation in the

1 VWP despite numerous on-site visits. GEO has further relied on Washington's lack of
2 enforcement despite long-standing knowledge of the VWP.

3 **REQUEST FOR ADMISSION NO. 79:** Please admit that the NWDC does not detain "any
4 resident, inmate, or patient of a state, county, or municipal correctional, detention, treatment or
5 rehabilitative institution," as defined in RCW 49.46.010(3)(k).

6 **RESPONSE TO NO. 79:** Admit.
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1 Dated: December 20, 2018

NORTON ROSE FULBRIGHT US LLP

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28 STATE OF WASHINGTON v. GEO GROUP
ECF CASE NO. 3:17-cv-05806-RJB
GEO GROUP'S RESPONSE TO STATE OF
WASHINGTON'S SECOND REQUEST
FOR ADMISSIONS

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CERTIFICATE OF SERVICE

I, Susana Medeiros, certify that on December 20, 2018, I caused to be served a true and correct copy of the above GEO Group's Response to the State of Washington's Second Set of Requests for Admissions, via Electronic Mail as follows:

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I certify under penalty of perjury under the State of Washington that the above information is true and correct.

Dated this 20th day of December 2018, at New York, NY

/s/ Susana Medeiros
Susana Medeiros